

Julio-Victor: Llanos  
Injured Third Party Intervenor,  
651 Templeton Avenue  
Daly City, California  
Zip Code Exempt  
[DMM 122.32] as amended

district court for the United States  
In Care of THE UNITED DISTRICT COURT  
DISTRICT OF CALIFORNIA

FILED  
CO JAN 24 AM 11:44  
RECEIVED  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
EMC

CV 08 Case #

0532

**JULIO V. LLANOS**

Sramineus Homo, US Vessel  
Libellant,

V.

AMC MORTGAGE SERVICES, US Vessel  
DOES, ROES, and MOES 1 -100 et al,  
US Vessel sand

Libellees,

Julio-Victor: Llanos  
Lien Holder of the Vessel, the Real Party  
In Interest, Lawful Man  
Injured Third Party Intervener/Petitioner/  
Libellant ,

V.

AMC MORTGAGE SERVICES, U.S. Vessel,  
DOES, ROES, and MOES 1 -100 et al  
US VESSELS  
INDIVIDUALLY AND SEVERALLY  
Third Party Defendants/Libellees

Within the Admiralty

PETITION FOR

LIBEL OF REVIEW

OF AN

ADMINISTRATIVE JUDGMENT

COMMERCIAL AFFIDAVIT IN FACT

FOR AND ON THE RECORD:

THE COURT TAKES JUDICIAL NOTICE WITHIN THE ADMIRALTY OF THE SUM

CERTAIN OF THE FACTS AND STATEMENTS HEREIN

**JURISDICTION**

COMES NOW Claimant/Libellant, Julio-Victor: Llanos, an injured party, hereinafter referred to as the Claimant, without counsel, by Restricted, Special Appearance, pursuant to Special Procedures in Admiralty, Rule E (8), and at no time waives any protections within the Admiralty, filing this Petition, for Judicial Review of an Administrative Judgment pursuant to Rule 57 FRCP.

Pursuant to **TITLE 28; PART VI; CHAPTER 151 § 2201**

**§ 2201. Creation of remedy**

**a.** In a case of actual controversy within its jurisdiction.

- A. 28 USC § 1331; There is a Federal question.
- B. 28 USC § 1332; Diversity of Citizenship.
- C. 28 USC § 1333; Admiralty, Maritime, savings to suitors.
- D. 28 USC § 1337; Commerce.

1. Claimant petitions this court for a **Review of Foreign Judgment** documents entered into the Case Number .

2. This Court is an Admiralty Court and the injured party, petitioner/Claimant sets this action and files this action with the Court Clerk "within the admiralty" pursuant to Special Procedures in Admiralty #Rule E (8), and is appearing in Restricted Appearance.

3. Libellee(s)/Respondent(s) have made false claims and this Libel of Review and Notice of Lis Pendens are now in the "original exclusive cognizance" of the United States through the district court - see the First Judiciary Act of September 24, 1789, Chapter 20, page 77.

4. Jurisdiction, in international law and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C (3)) such as trust organizations and legal names, Ens legis; JULIO V. LLANOS.

5. Petitioner Julio-Victor: Llanos, Libellee, AMC MORTGAGE SERVICES and Co-Parties DOES, ROES, and MOES 1-100 et al, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..." The First Judiciary Act September 24 1789 Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p.741 and 26 USC1331.

6. Petitioner Julio-Victor: Llanos, unknown AMC MORTGAGE SERVICES agents," ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..."

4. The First Judiciary Act; September 24, 1789; Chapter 20, page 77. The Constitution of the United

States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 741 and 26 USC 1331.

5. This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity:

"Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." Select Pleas in the Court of Admiralty, Volume II, A.D. 1547-1602; Introduction - Prohibitions, Note as to the early Law of Wreck, Selden Society, p. xl, 1897.

6. The Constitution for the United States recognizes the protocol: i.e.,

ART. III

Section 2. The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority;--to all cases affecting ambassadors, other public ministers and consuls;--to all cases of admiralty and maritime jurisdiction;--to controversies to which the United States shall be a party;--to controversies between two or more states;-- between a state and citizens of another state;--between citizens of different states;-- between citizens of the same state claiming lands under grants of different states, and between a state, or the citizens thereof, and foreign states, citizens or subjects.

7. Libellee(s), Unknown AMC MORTGAGE SERVICES Agent(s) are agent(s) of a foreign principal, a "foreign state" defined at Title 28 of the United States Codes §1603, and Title 22 U.S.C. §611.

8. The district court for the District of California, Northern Division, has acquired exclusive original cognizance of this Libel of Review for the United States because this is a federal question - a constitutional matter involving a man on the land complaining about theft and kidnap - Title 18 U.S.C. §§ 661 and 1201 respectively and irregular extradition from the asylum state into the United States custody, treason - Constitution, Article III §3 and Title 18 U.S.C. §2381 by an agent of a foreign principal, creating diversity of citizenship - Title 28 U.S.C. §§1331 and 1333 respectively. The presentments (notification) are arbitrary and capricious clearly implying that if Petitioner fails to comply with the suggested terms there will be "law enforcement" actions by way of inland seizure. Speaking historically, the districts, formed in 1790 for handling the financial obligations of the United States could not come into existence until after formal expression of remedy in the 'saving to suitors' clause (1789) quoted above and codified at Title 28 U.S.C. §1333.

9. The only excuse for the discretionary authority granted administrative agencies is the judicial oversight demonstrated in this invocation of an Article III court.

10. Law of the flag: Man is created in the image of God and to reduce a man to chattel against the national debt is an affront to God. Exodus, 13:16 and Genesis 1:27.

11. All Court Officers are not immune "within the Admiralty", and are accountable for their actions pursuant to The FOREIGN SOVEREIGN IMMUNITY ACT 28 U.S.C. § 1605. Any foreign sovereigns are liable

for damages while doing business in the United States. This provision has application since the foreign sovereign – the judges, clerks, etc. – operate on the behalf of a defacto foreign fiction government. Officials are liable for the damages that they commit while doing business in the country.

12. This court is open for admiralty issues and in this instant action. It is a debt obligation and insurable interests that are issues in admiralty.

13. This action of the injured party, petitioner/libellant/Claimant is protected pursuant to the Suits in Admiralty Act, 46 U.S.A. Codes, Appendix, Chapter 20 §§ 742-749.

14. THE SUITS IN ADMIRALTY ACT is a law where the United States and its co-parties specifically waives its immunity in three situations: (1), If the Admiralty suit involves a vessel of the United States (Man's body is named in the action), (U.S. citizen Vessel) (Name in all upper case of the vessel) and (2), Cases that involve cargo belonging to the U.S. and its co-parties. Within the context of this instant action, when the cargo [the paperwork, or lawsuit] of the United States and its co-parties harms us, the United States gives us a blanket waiver of immunity, or (3), if the United States could be sued in the Admiralty if it were a private party, if we are going into an international jurisdiction, (a set aside, fenced territory) every time we go into the Court, we are entitled to sue the United States and its co-parties in the Admiralty as if it were a private party. The cargo is the docket file and the lawsuit and Clerks/Warrant Officers and Judges/Masters are not immune if the cargo is not directed into the Admiralty Court.

15. In this instant action all parties are U.S. VESSELS and fit the legal definition of a U.S. Vessel.

16. The Court Officers/ Master/ Mariners are liable if they mislead/mis-deliver this action into the wrong Court and the law provides for criminal penalties for compliance failures.

17. The Public Vessels Act is applied in this instant action and waives the Court Officer's Immunities pursuant to Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709, Title 49 U.S.C. Chapter 801 § 80113.

18. The cargo is shipped via the U.S. Postal Service and all parties are subject to the Postal Codes in this instant action.

19. The Bills of Lading Act includes a criminal penalty because the losses suffered by the customers of the shippers can be very great. I use a Bill of Lading/Petition/Complaint in all of my lawsuits. This presentment fits the criteria for a Bill of Lading, meeting all the facts enclosed in any Bill of Lading. The Bill of Lading describes the cargo (the lawsuit), and tells the Court Clerk to carry the suit into the Admiralty Jurisdiction of the Court. The Clerk is a PUBLIC VESSEL and the CARRIER, being a vessel of the United States and its co-parties. This Bill of Lading identifies the cargo as the lawsuit, by describing the suit's postal registry number, which is Registered Mail # RB 465 343 646 US.

20. The Bill of Lading creates a liability for which the damaged party can recover in a suit if the documents are diverted into another venue. If a carrier is found wanting in due diligence concerning the delivery of the cargo, the liability attaches at the time of the diversion of the documents. The Bill of Lading therefore takes away the immunity of Clerks/Warrant Officers and Judges/Masters, if the cargo is not delivered into the Admiralty Court, and adds criminal penalties for compliance failures. Title 49 U.S.C., Ch. 801 § 80116.

21. The Admiralty Extension Act, Title 46 U.S.A. Appendix, Ch 19-A § 740, extends the admiralty jurisdiction inland. All states by law have access to the sea. Therefore any land locked country has an easement, so to speak, across other countries in order to get to the sea. All states have an admiralty jurisdiction in all of their courts.

### **RESTRICTIONS**

24. The Libellee/Respondents were estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE". The Third Party Libellees/Defendants were forever barred from arguing and controverting the issues of the "CONTRACT/CLAIMS" and are bound strictly in their prove up of their response by Affidavit, point for point, under their unlimited liability Commercial Oath and Verification, "within the Admiralty". Failure in confining their position and submissions, oral or written, before this court finds them in Commercial Trespass and Breach of their Contract. This AGREEMENT/ CONTRACT is protected pursuant to US Constitution, Article I Section 10, and the D.C. Codes in regarding "THE IMPAIRMENT OF CONTRACTS".

25. The Libellees/Respondents have received Notice of Default, and therefore, is they make or have made a hostile presentment before this court, in writing, they are subject to the provisions of F.R.C.P. RULE 9 (h), leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a Certificate of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest.

### **FACTS**

- a) The injured party petitioner/libellant/Claimant, exhausted his Administrative Remedy and served the Libellee/Respondent, AMC MORTGAGE SERVICES, a Conditional Acceptance of their claim upon submitting Proof of claim.
- b) The injured party petitioner/libellant/Claimant served, in Honor, a Letter Rogatory to show their documents of their claim.
- c) The injured party petitioner/libellant/Claimant served an Affidavit, by this injured party declaring, Affiant had not seen or been presented with any material fact or evidence of a claim and believed none exists.
- d) The above three (3) documents were served by First Class U.S. Mail, Certified Mail # 7006 3450 0001 2034 9435, Return Receipt Requested on the Libellee/Respondent, AMC MORTGAGE SERVICES on August 23, 2007 by Shashi Seth a Notary Public of the State of California, an independent third party.



e) The respondent received the documents on August 27, 2007 as indicated by the US. Postal Service Tracking Number.

f) Respondent was given the mandatory 3 days to respond, not including the day of receipt, and 3 additional days for mailing their reply.

g) The time expired on September 3, 2007 with no response from the Respondent.

h) On or before September 19, 2007, a NOTICE OF FAULT – OPPORTUNITY TO CURE was served by First Class U.S. Mail, Certified Mail # 7006 3450 0001 2035 3838, Return Receipt Requested on the Libellee/Respondent, AMC MORTGAGE SERVICES by Shashi Seth, a Notary Public of the State of California, an independent third party.

i) Respondent was given the mandatory 3 days to respond, not including the day of receipt, and 3 additional days for mailing their reply.

j) The time expired on September 26, 2007 with no response from the Respondent

k) On or before October 22, 2007, a NOTICE OF DEFAULT and CERTIFICATE OF DISHONOR, by NOTORIAL PROTEST, was served by First Class U.S. Mail, Certified Mail # 7007 0220 0001 6757 8743, Return Receipt Requested on the Libellee/Respondent, AMC MORTGAGE SERVICES by Shashi Seth, a Notary Public of the State of California, an independent third party.

l) On , 2007, the Libellee/Respondent, AMC MORTGAGE SERVICES was sent an INVOICE and NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW by Certified Mail # 7007 0220 0001 675708743.

m) The respondent received the documents; INVOICE and NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW on October 22, 2007

n) Libellee/Respondent, AMC MORTGAGE SERVICES was given 30 days for Settlement and for Closing of the Escrow.

o) The 30 days expired on November 26, 2007 without a response from the Libellee/Respondent AMC MORTGAGE SERVICES.

p) The Libellees/Respondents failed to respond and answer and are in Collateral Estoppel, Tacit Procuration, Stare Decisis, Estoppel, by Acquiescence and Res Judicata by Agreement and cannot proceed, Administrative or Judicial without committing perjury and causing further injury to the injured party petitioner/libellant/Claimant

q) The Libellees/Defendants cannot obtain a dismissal or summary judgment without sworn competent witness testimony and can not do so because they are estopped by their own actions and inactions and any attempts to appear are a hostile presentment before this Court and are further culpable.

r) There is no controversy from any party that stands, and this Court is mandated to enforce the Agreement/Contract and grant the relief as sought in the Accounting and True Bill, or they are found in violation of the impairment of contracts pursuant to Article 1, § 10 of the United States Constitution and the D.C. Codes IN FACT, and that;

s) If the court attempts to dismiss the injured party petitioner/libellant/Claimant's claim, it is a VOID JUDGMENT pursuant to FRCP 60 (b)(4) STATEMENTS OF COUNCIL IN BRIEF OR IN ARGUMENT ARE NOT SUFFICIENT FOR **A MOTION TO DISMISS OR FOR SUMMARY JUDGMENT** Trinsey V. Pagliaro D.C. Pa (1964), 229 F. Supp 647 for lack of subject matter jurisdiction and judicial misconduct

and Scienter Criminal Act without immunity.

t) Any attempts by anyone to trespass the injured third party petitioner/libellant, intervenor's claim Agreement/Contract is committing Criminal Barratry and Piracy on the high seas of Admiralty law.

u) The injured the injured party petitioner/libellant/Claimant's holds a priority commercial claim against the debtor named JULIO V. LLANOS , Stramineus Homo, A U.S. Vessel by legal definition, and no one has an insurable interest other than the injured the injured party petitioner/libellant/Claimant.

v) Because the claim is filed on parties within an insolvent state and nation, there is an insurance interest issue in this instant action and that Unknown Agents dbf AMC MORTGAGE SERVICES, US VESSEL, have insured this case and/or bonded under their Errors and Omissions Insurance Policy; they are found in insurance fraud, mail fraud, wire fraud, and conspiracy to commit such, and undue enrichment, fraud, and numerous other Scienter Acts, including, but not limited to, Continuous Torts.

w) The risk management for the AMC MORTGAGE SERVICES is under notice that there is continuous irreparable harm and damage to the injured party petitioner/libellant/Claimant's and the bonds and insurance in this instant action belong to the injured the injured party petitioner/libellant/Claimant's, and the substitute plaintiff trustee/third party co-Libellee Agents, US VESSEL are the obligated party(ies) and do surrender their Public Hazard Bond and risk management by taking such risks in promulgating this instant action in bad faith and fraud and causing an injury in the Public.

x) The injured party petitioner/libellant/Claimant' is the Holder in Due Course of the US Vessel and its Trade Name by security agreement.

y) The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading as though fully incorporated thereof and is found under the heading: ADMINISTRATIVE REMEDY.

z) The court takes JUDICIAL NOTICE that the conclusive evidence is now entered into Case Number and submitted to this court and attached to this pleading and is found under the heading ADMINISTRATIVE REMEDY, which is conclusive evidence that the Injured Third Party Intervenor/Libellant is the superior lien holder of the US VESSEL and TRADE NAME registered as JULIO V. LLANOS.

### CONCLUSION

1. That the Injured Party/Libellant is demonstrating to this court that he holds in due course the conclusive evidence perfected in Administrative Law that without a doubt or reservation he is the holder in due course of the CLAIM/AGREEMENT/CONTRACT and holds the BOND pursuant to the Uniform Commercial Code.

2. The Third Party Defendants/Libellees failed to state a claim by which relief can be granted pursuant to FRCP 12 (b) (6).

3. Failure of this court to enter and execute DECLARATORY JUDGMENT BY ESTOPPEL in favor of Injured Third Party Intervenor/Libellant is a denial of due process and equal access to justice and creates another injury in the public and enlarges the SUM CERTAIN an amount to be determined by a jury, compensatory

and punitive..

**RELIEF SOUGHT**

A. That the AGREEMENT/CONTRACT be enforced as the third party/defendants/libellees are in trespass and violation of the AGREEMENT/CONTRACT and have failed to state a claim upon which relief can be granted.

B. That the Court enforce the Administrative findings in the perfected agreement and the order of relief by enforcement of the Agreement/Contract and the accounting and true bill found in the INVOICE for injury against and sustained by the injured third party petitioner/libellant, intervenor; compensatory damages and punitive damages pursuant to CLEOPATRA HASLIP et al. v. PACIFIC MUTUAL LIFE INSURANCE, INC. 499 U.S.1, 113; Fed 2d 1, 111 § 1032, with a sum certain of \$10,021,056.00 USD, to be paid in full by the third party libellees by February 25, 2008 will apply to original Libellees and any other DOES, ROES and MOES who trespass the AGREEMENT/CONTRACT JUDGMENT BY ESTOPPEL.

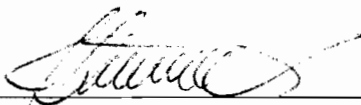
C. That the court order, cancels any and all liens that AMC MORTGAGE SERVICES has recorded against JULIO V. LLANOS, US CESSEL, of derivatives of the Eng Legis, thereof at the San Mateo County Recorder and/or the California Secretary of State, UCC Section.

D. That the court order a Data Integrity Board and Comptroller of the Currency Investigation pursuant to 5 U.S.C. 552(a)(d) for this instant action.

E. That the Court Clerk/Warrant Officer enforce any Certificates of Exigency for any and all hostile presentments appearing in this court, written or oral, after the default found in the Administrative Law Process, is a Criminal Act, and a Certificate of Exigency is filed with the warrant officer/court clerk, which mandates a warrant of arrest for all parties now found in criminal acts according to the provisions "within the admiralty."

F. Any other relief deemed appropriate by this Court.

And further Affiant Sayeth Naught

By  , affiant  
Julio-Victor: Llanos

**COMMERCIAL OATH AND VERIFICATION**

San Mateo County )  
 ) Commercial Oath and Verification  
State of California )

Libellant, Julio-Victor: Llanos, under his Commercial Oath with unlimited liability proceeding in good faith, being of sound mind states that the facts contained herein are true, correct, complete, certain and not misleading. I speak the truth, the whole truth and nothing but the truth so help me God.





**CERTIFICATE OF SERVICE**

1. On this \_\_\_\_\_ day of January, 2008 I served the Petition for Judicial review of Administrative Judgment, by Registered Mail Number RA 465 343 646 US, by U. .S. Mail to the following:.

AMC MORTGAGE SERVICES  
P.O. BOX 5926  
CAROL STREAM, IL 60917-5926

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true, correct, complete and not misleading.

Executed on this \_\_\_\_\_<sup>th</sup> day of January 14, 2008

\_\_\_\_\_  
Shashi Seth, Notary

Certificate of Dishonor of the  
Conditional Acceptance, Letter Rogatory and Affidavit  
of Julio-Victor: Llanos  
Escrow Number 01014239  
Certified Mail Number 7007 0220 0001 6757 8743

Julio-Victor: Llanos  
651 Templeton Avenue  
Daly City, California  
Zip Code Exempt  
[DMM 122.32] as amended

AMC MORTGAGE SERVICES  
P.O. BOX 5926  
CAROL STREAM, IL 60917-5926

October 8, 2007

**NOTICE**

**CERTIFICATE OF DISHONOR**

This Notarized Document is the official **CERTIFICATE OF DISHONOR**  
of the **CONDITIONAL ACCEPTANCE, LETTER ROGATORY** and  
**AFFIDAVIT IN SUPPORT OF LETTER ROGATORY**

**NOTARIAL PROTEST CERTIFICATE**

1. Julio-Victor: Llanos has recruited the Notary Public, Shashi Seth, authorized to certify dishonor of the Conditional Acceptance, Letter Rogatory and Affidavit in Support of Letter Rogatory, and to present this **ADMINISTRATIVE JUDGMENT BY ESTOPPEL** against AMC MORTGAGE SERVICES in accordance with UCC 3-505.

**COMMERCIAL OATH AND VERIFICATION**

*SAN MATEO*  
San Francisco County )  
California state )

Notary Acceptor, Shashi Seth, under her Commercial Oath with unlimited liability, proceeding in good faith, being of sound mind states that the facts contained herein are true, correct, complete and not misleading of my private first hand knowledge and belief under penalty of International Commercial Law.

1. That the evidence shows that the parties listed above were duly served with a **CERTIFICATE OF NON RESPONSE**. by Certified Mail, Return Receipt Requested on September 14, 2007 AD.

CERTIFICATE OF DISHONOR

Certificate of Dishonor of the  
Conditional Acceptance, Letter Rogatory and Affidavit  
of Julio-Victor Llanos  
Escrow Number 01014239  
Certified Mail Number 7007 0220 0001 6757 8743

2. That the three (3) days to answer concluded on September 18, 2007 AD.
3. That the three (3) days for the return mailing concluded on September 21, 2007. AD
4. That the three (3) days for the OPPURTUNITY TO CURE THE DISHONOR concluded September 21, 2007 AD.
5. That the above named parties are now in **DISHONOR**

Notary Acceptor further sayeth naught.

SUBSCRIBED AND SWORN

Shashi Seth  
Shashi Seth, Notary Acceptor

The above Affidavit is certified true, correct, complete, certain, and not misleading, under the penalty of Perjury.

By: Shashi Seth a Notary Public under court seal in her capacity as a Notary in good standing with the STATE OF CALIFORNIA

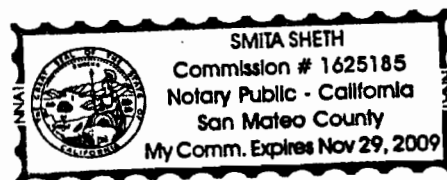
(Seal)

On this, the 16 day of October, 2007, before me a Notary Public, the above, personally appeared, Shashi Seth, known to me, or satisfactorily proven to be the being whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

In Witness Whereof, I have hereunto set my hand and Notarial Seal.

Smita Sheth  
Notary Public

Seal





Certificate of Service of  
Certificate of Dishonor of the  
Conditional Acceptance, Letter Rogatory and Affidavit  
of Julio-Victor: Llanos  
Escrow Number 01014239  
Certified Mail Number 7007 0220 0001 6757 8743

**CERTIFICATE OF SERVICE**

On this 16 day of October, 2007, I served the following by Certified Mail Number 7007 0220 0001 6757 8743, Return Receipt Requested.

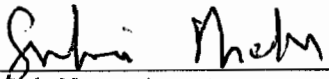
1. CERTIFICATE OF DISHONOR, subscribed by Julio-Victor: Llanos to the following party.

AMC MORTGAGE SERVICES  
P.O. BOX 5926  
CAROL STREAM, IL 60917-5926



'I certify under penalty of perjury under the laws of the United States of America that the foregoing is true, correct, complete, certain, and not misleading..

Executed on this 16<sup>th</sup> day of October, 2007

  
Shashi Seth, Notary Acceptor

State of California, County Of San Mateo

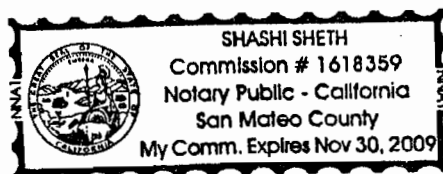
Subscribed & sworn before me

On 16 day of OCT, 2007

By JULIO VICTOR LLANOS

Proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature 



## Invoice

Julio-Victor: Llanos  
 651 Templeton Avenue  
 Daly City, California  
 Zip Code Exempt  
 [DMM 122.32] as amended

AMC MORTGAGE SERVICES  
 P.O. BOX 5926  
 CAROL STREAM, IL 60917-5926

October 8, 2007

**NOTICE****I N V O I C E****NOTICE FOR DEMAND AND SETTLEMENT, FOR CLOSING OF THE**

**ESCROW NUMBER 01014239**

**AMC MORTGAGE SERVICES, having failed to respond to the Private Remedy to correct the injury to Julio-Victor: Llanos, have agreed to the following True Bill in the amount stated on the invoice.**

**ACCOUNTING AND TRUE BILL**

CLEOPATRA HASLIP et al.

v.

PACIFIC MUTUAL LIFE INSURANCE, INC.  
 499 U.S.1, 113 Fed 2d 1, 111 S.Ct. 1032 (no. 89-1279)

For Conversion

4 times for Compensatory Damages  
 200 times for Punitive Damages

**ACCOUNTING AND TRUE BILL**

Libellant is entitled to return of all funds paid by JULIO V. LLANOS for the year (s) 2006 and 2007 where Libellant paid monthly payments, plus all late fees and interest fraudulently charged, and \$75.00 per hour for all time spent on all letters to AMC MORTGAGE SERVICES personnel and "Acceptance for Value" paperwork through October 8, 2007.

<b><u>CONVERSION FOR UNAUTHORIZED ACTS AGAINST SECURED PROPERTY</u></b>		
<b><u>COMPUTED AS FOLLOWS</u></b>		
\$ 37,633.68		Sum Certain of Actual Cost Funds
X 4.		Rights Violations Compensation Multiplier
\$ 150,534.72		Compensatory Damages

## Invoice

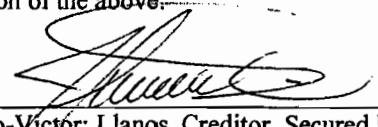
\$ 150,534.72	Sum Certain of Actual Cost Funds
X 200.00	Punitive Damages Multipliers
\$ 30,106,944.0	Punitive Damages
\$ 150,534.72	Compensatory Damages
\$ 30,106,944.00	Punitive Damages
\$ 30,257,478.70	Total Damages for Conversion

**SUM CERTAIN FOR CONVERSION**

\$30,257,478.70as of October 8, 2007

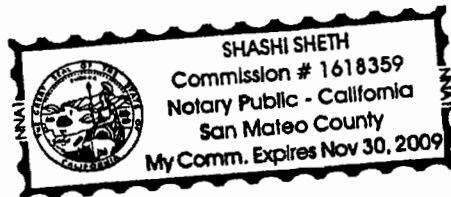
Thirty million two hundred fifty seven thousand four hundred seventy eight 70/100 U.S Dollars"Libellant reserves the right to amend and correct and adjust the accounting and True Bill""Libellant reserves the right to amend and correct and adjust the accounting and True Bill"

The progressive Sum Certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

  
 Julio-Victor Llanos, Creditor, Secured Party

State of California, County Of San Mateo  
 Subscribed & sworn before me  
 On 18 day of Oct, 2007  
 By JULIO VICTOR LLANOS  
 Proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature Julio Victor Llanos



Certificate of Non Response of the  
Conditional Acceptance, Letter Rogatory and Affidavit  
Julio-Victor: Llanos  
Escrow Number 01014239  
Certified Mail Number 7006 3450 0001 2035 3838

Julio-Victor: Llanos  
651 Templeton Avenue  
Daly City San Francisco, California  
J. LL Zip Code Exempt  
[DMM 122.32] as amended

AMC MORTGAGE SERVICES  
P.O. BOX 5926  
CAROL STREAM, IL 60917-5926

September 11, 2007

## NOTICE

# CERTIFICATE OF NON-RESPONSE

California State }  
SAN MATEO } Scilicet  
San Francisco County }

### COMMERCIAL OATH AND VERIFICATION

RE: NON-RESPONSE to Private Conditional Acceptance for Honor for Value and Proof of Claim in the nature of Request for discovery to exhaust s Private Administrative Remedy in the matter of Julio-Victor: Llanos v. AMC MORTGAGE SERVICES.

"Indeed, no more that (affidavits) is necessary to make a prima facia case." United States v. Kis, 658 F2d 526, 536 (7th Cir. 1981); Cert Denied, 50 US LW 2169; S. Ct. March 22, 1982.

That I, Shashi Seth, a Notary, of the STATE OF California, in good standing, being first duly sworn, depose and say and declare by my signature that the following facts are true, correct and complete and not misleading, with first hand knowledge of the facts stated below.

I, Shashi Seth, the undersigned, a Third Party, not a party to the matter, certify that a Private Conditional Acceptance for Honor and Value in the Nature of a Request for Discovery was sent by the undersigned to AMC MORTGAGE SERVICES, via Certified Mail # 7006 3450 0001 2034 9435, Return Receipt Requested with Certified Mail Number contained thereon, which was mailed by the undersigned on the 23<sup>rd</sup> day of August, 2007

1. That the evidence shows that AMC MORTGAGE SERVICES, named in this administrative remedy was duly served by Certified Mail on and before September 11, 2007 AD.
2. That AMC MORTGAGE SERVICES had 3 days to answer and the 3 days to answer concluded on August 26.2007 AD including the 3 additional; days for mailing.
3. That this CERTIFICATE OF NON RESPONSE is served on September 11, 2007, with 3 day to respond beginning the day after service and an additional 3 days for mailing the response.
4. Julio-Victor: Llanos is offering AMC MORTGAGE SERVICES an opportunity to cure the Dishonor.
6. That no response to the initial correspondence is evidenced by U.S. MAIL or any private carrier.



Certificate of Non Response of the  
Conditional Acceptance, Letter Rogatory and Affidavit  
Julio-Victor: Llanos  
Escrow Number 01014239  
Certified Mail Number 7006 3450 0001 2035 3838

7. That AMC MORTGAGE SERVICES is in Dishonor, without recourse, and is found in agreement and harmony with Julio-Victor: Llanos's Private Administrative Remedy.
8. Shashi Seth further sayeth naught.

SUBSCRIBED AND SWORN

*Shashi Seth*

Shashi Seth, Notary Acceptor

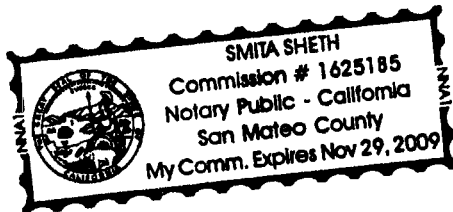
*[Signature]*

The above named affiant, personally known to me, appeared before me a Notary, Sworn and under Oath this 14 day of SEPT, 2007..

*Smita Sheth*

Notary

Seal



Certificate of Service of Certificate of Non Response to  
Conditional Acceptance, Letter Rogatory and Affidavit  
Julio-Victor: Llanos  
Escrow Number 01014239  
Certified Mail Number 7006 3450 0001 2035 3838

**CERTIFICATE OF SERVICE**

On this 14 day of September, 2007, I served the following by Certified Mail Number 7006 3450 0001 2035 3838 Return Receipt Requested.

1. CERTIFICATE OF NON RESPONSE, subscribed by Julio-Victor: Llanos to the following party.

AMC MORTGAGE SERVICES  
P.O. BOX 5926  
CAROL STREAM, IL 60917-5926



I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, certain, complete and not misleading.. Executed on this 14<sup>th</sup> day of September, 2007



Shashi Seth, Notary Acceptor

State of California, County Of San Mateo

Subscribed & sworn before me

On 14 day of SEP, 2007

By JULIO VICTOR LLANOS

Proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature

